

# **WORLDCOM NORTHERN VIRGINIA CAMPUS PROFFER STATEMENT**

Submitted By:

UUNet Technologies, a Delaware Corporation

REZONING APPLICATION (ZMAP) 1998-0003  
WORLDCOM NORTHERN VIRGINIA CAMPUS  
(County Initiated)

June 17, 1998



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## **PROFFER STATEMENT**

### **(ZMAP 1998-0003 WORLDCOM NORTHERN VIRGINIA CAMPUS)**

Pursuant to Section 15.2-2303, Code of Virginia, 1950, as amended, and Section 6-1209 of the Loudoun County Virginia Zoning Ordinance, WorldCom, Inc., by and through its wholly owned subsidiary, UUNet Technologies, Inc. (the "Owner"), the sole owner of those parcels of real property known as Loudoun County Tax Map Parcels 79/52; 79/38-A; 79 ((4)) 7; and 80/5 (collectively, the "Property"), which Property is the subject of a Board of Supervisors initiated rezoning in ZMAP 1998-0003, hereby voluntarily proffers that development of the Property shall be in substantial conformity with the proffers (the "Proffers") as set forth below.

All Proffers made herein are contingent upon Loudoun County Board of Supervisors (the "County") approval of the change in zoning of the Property to the PD-OP Zoning District with certain special exception uses (excluding, however, golf course, which use was subsequently withdrawn by the Owner) pursuant to the "Resolution of Intent to Amend the Zoning District Maps to Designate the WorldCom Tract PD-OP" passed by the Loudoun County Board of Supervisors on April 15, 1998.

#### **I. CONCEPT DEVELOPMENT PLAN**

##### **A. CONFORMITY WITH CONCEPT DEVELOPMENT PLAN**

The Property shall be developed in substantial conformity with the Concept Development Plan (the "CDP") attached hereto as Exhibit A, entitled "Concept Development Plan: WorldCom Northern Virginia Campus" dated April 24, 1998, with revisions through June 5, 1998, prepared by Dewberry & Davis, P.E.

##### **B. PUBLIC WATER AND SEWER**

The Owner acknowledges that all improvements on the Property shall be served by public water and sewer utilities, which shall be extended to serve the Property at no cost to the County or to the Loudoun County Sanitation Authority.

##### **C. ISSUANCE OF PERMITS**

The Owner acknowledges that the County shall be under no obligation to issue zoning permits for uses on the Property other than for WorldCom or its wholly-owned

subsidiaries, until zoning permits have been issued and construction has commenced for an at least 900,000 square foot Phase I campus currently under review by Loudoun County pursuant to a site plan, Site Plan #1998-0028, filed by the Owner with Loudoun County on April 22, 1998 (the "Phase I Campus"). In addition, the Owner acknowledges that if substantial completion of the Phase I Campus has not been achieved by December 31, 2000 (as such date may be extended due to events of *force majeure*), then the various special exceptions granted in connection with this rezoning, to the extent that such special exceptions have not yet been implemented by the issuance of zoning permits for such special exception uses, shall expire. For these purposes, an "event of *force majeure*" shall mean an act of god, act of war or public insurrection, governmentally imposed moratorium or prohibition on development, strike or labor unrest, or other circumstance or event beyond the control of Owner which delays or prevents substantial completion of the Property from occurring in a timely manner.

#### **D. AUXILIARY USES**

(a) Section 4-304(F) of the Loudoun County Zoning Ordinance (1993) allows by special exception "Uses auxiliary to permitted principal uses on a stand-alone basis such as, but not limited to, restaurants including carry-out, and drive through facilities, personal service establishments, banks and financial institutions, and automobile service stations." In its "Resolution of Intent to Amend the Zoning District Maps to Designate the WorldCom Tract PD-OP" to rezone the Property from the PD-IP zoning district to the PD-OP zoning district, the Board of Supervisors resolved to consider these uses, as well as "auxiliary retail establishments supportive of office park employees and uses listed in 4-303(F)(1 through 7)." In addition, the Board of Supervisors also resolved to consider additional special exception uses, including (i) Medical Care Facility, Outpatient Only (4-304(E)); (ii) Personal Service Establishment (4-304(N)); (iii) Restaurant (4-304(O)); (iv) Facility for lessons in dance, gymnastics, martial arts and sports training (4-304(S)); (v) Bank or financial institution including drive through facility (4-304(T)); and (vi) Gas pumps accessory to a convenience food store, pursuant to Section 5-617 (4-304(V)). All of these uses shall be referred to herein as "Auxiliary Uses," provided, that the term "Auxiliary Uses" shall not be construed to include any of the "accessory uses" in the same building as permitted principal uses pursuant to Section 4-303(F), which accessory uses are subject to certain limitations as detailed in paragraph I D (g) below. The total square footage of Auxiliary Uses allowed on the Property may not exceed five percent (5%) of the total gross floor area allowed on the Property. As depicted on the CDP, the total gross floor area of development allowed on the Property is seven million four hundred seventy-four thousand seven hundred (7,474,700) gross square feet of floor area of all types of uses. The Auxiliary Uses on the Property therefore shall not exceed a total of three hundred seventy-three thousand seven hundred thirty-five (373,735) gross square feet of improvements, and shall comply with the phasing limitations set forth in Section I.D.(e) herein.

(b) The Owner agrees that if these special exceptions are approved by the County, the Auxiliary Uses will be located in the areas depicted on the Concept Plan as "Auxiliary Use Areas," i.e., in the areas depicted on the Concept Plan in Land Bays A, B, and D/E. Auxiliary Uses in Land Bay B, other than restaurants associated with hotels, shall not face Waxpool Road (Route 625) but shall be oriented toward internal roads or Loudoun County Parkway.

Restaurants (not including fast food with drive through) may be located outside of the designated Auxiliary Use Areas, provided that the total area of restaurants outside the Auxiliary Use Areas depicted on the Concept Plan shall not exceed twenty thousand (20,000) gross square feet of floor area, and further provided that no such restaurant shall exceed ten thousand (10,000) gross square feet in size. One Automotive Facility may be located in each of Land Bays A, B, and D/E and shall be sited within the areas depicted for Auxiliary Uses, for a total maximum of three (3) Automotive Facilities. Each Automotive Facility may include automotive service station or gas pumps accessory to a convenience store, together with a car wash and, as a part of the Automotive Facility, a fast food restaurant without drive through. Restaurants may be permitted in these Auxiliary Use Areas without limitation as to number except as such restaurant uses may be limited by the total square footage of Auxiliary Uses allowed hereunder. No more than four (4) standalone fast food restaurants with drive through will be permitted within the Property and no more than two (2) standalone fast food restaurants with drive throughs may be permitted in any of the Auxiliary Use Areas depicted on the Concept Plan. One bank with drive through will be permitted in each Auxiliary Use Area, for a total of not more than three (3) banks with drive through. In addition, up to four (4) larger structures (not to exceed 20,000 square feet each in area) configured in an in-line or attached configuration and separated by smaller, in-line stores may be permitted in the Auxiliary Use Areas (i.e., a total of four (4) such larger structures on the entire Property and located within the Auxiliary Use Areas); however, no more than three (3) of these larger (up to 20,000) square feet) buildings may be used for single tenant retail sales establishments. Any number of these four (4) 20,000 square foot buildings may be used for personal service establishments or entertainment, exercise, a gourmet/prepared food store, an indoor or outdoor recreation establishment, or as a facility for exercise, dance, or martial arts. No more than two (2) of the larger (up to 20,000 square foot) structures may be located in the Auxiliary Use Area in Land Bay B.

(c) In the Auxiliary Use Area in Land Bay A, one (1) restaurant will be permitted adjacent to the hotel and next to Farmwell Road. To the south of the hotel, fronting on Route 625 Realigned within the Auxiliary Use Area, one (1) Automotive Facility including a fast food restaurant without drive through as a part of the Automotive Facility, will be permitted, or alternatively the Applicant may locate a standalone fast food restaurant with drive through in this location. These uses are a part of the total number of Automotive Facilities and fast food restaurants allowed by Section II.D.(b) above.

d) Auxiliary Use Areas will be landscaped along Loudoun County Parkway, Farmwell Road and Waxpool Road with a four-foot (4') berm and plantings equivalent to a Type Three Front Buffer Yard. In addition, the Owner will provide a tree-save area of a minimum thirty (30) feet in width for Landbay A along the Farmwell Road frontage and the frontage of re-aligned Waxpool Road. In this thirty (30) foot wide tree-save area only, the four foot berm referred to above may be supplanted by a combination of such tree-save area and an additional ten (10) foot wide area used for landscaping. The Owner may request a waiver from the Zoning Administrator of the parking lot berm requirement for Land Bay A based on the buffer provided by the tree save area. The tree save area may be used as necessary to provide the berm, if the Zoning Administrator does not approve a waiver or modification allowing the tree save area. Signage, entrances, and walkways will be permitted in and through such tree save areas. Within

the tree save area, the Owner will have the right to conduct selective cutting and thinning of dead, diseased, or "junk" trees, and to plant understory trees.

(e) Upon issuance of zoning permits for and commencement of construction of the Phase I Campus (at least 900,000 square feet) improvements, the Owner may obtain zoning permits for up to one hundred twenty-five thousand (125,000) gross square feet of Auxiliary Uses. As and when zoning permits issued for office or research and development uses on the Property exceed one million (1,000,000) square feet, and for such development up to the second million (1,000,000) square feet of office and research and development uses on the Property (i.e., up to a total of 2,000,000), the Owner may obtain zoning permits for additional Auxiliary Uses at a ratio of one tenth (1/10) of a gross square foot of additional Auxiliary Uses for each square foot of office or research and development uses for which a zoning permit has been issued, for a total of 225,000 gross square feet of Auxiliary Uses for the 2,000,000 square feet of office and research and development uses. Zoning permits for the balance of available Auxiliary Uses (maximum of 373,735 gross square feet) may be obtained once zoning permits issued for office and research and development uses on the Property exceed a total of two million five hundred thousand (2,500,000) gross square feet of floor area.

(f) The Auxiliary Use Area depicted on Land Bay B may be moved to the "Alternate Auxiliary Use Area" depicted on Land Bay F if prior to construction of Auxiliary Uses on Land Bay B this area is to be used for corporate office/research and development uses. Alternatively, the Auxiliary Use Area depicted on Land Bay D/E may be moved to the "Alternate Auxiliary Use Area" depicted on Land Bay F if prior to construction of Auxiliary Uses on Land Bay D/E this area is to be used for corporate office/research and development uses. The "Alternate Auxiliary Use Area" depicted on Land Bay F may be used for the relocation of Auxiliary Uses from either the Auxiliary Use Area in Land Bay B or the Auxiliary Use Area in Land Bay D/E, but not for the relocation of both of such Auxiliary Use Areas.

(g) Notwithstanding the provisions of Section 4-303(F) of the Zoning Ordinance, accessory uses located in the same building as permitted principal uses shall not exceed more than twenty percent (20%) of the floor area in any individual building and shall not exceed more than five percent (5%) of the square footage within the Property developed for office and research and development uses. However, all of such accessory uses shall be in addition to Auxiliary Uses permitted pursuant Section 4-304(F) of the Zoning Ordinance and the foregoing Section I D of these Proffers.

(h) The Owner shall work with the County to provide, in its site plans for all improvements within Auxiliary Use Areas and for uses adjacent to Auxiliary Use Areas (including office, research and development, and hotels), sidewalks or other methods of convenient pedestrian access within the Auxiliary Use Areas and between the Auxiliary Use Areas and adjacent uses where use of such pedestrian access areas can be reasonably anticipated.

## **II. TRANSPORTATION PROFFERS**

### **A. INTERNAL ROAD NETWORK**

The internal road network serving the Property is contemplated to consist of private roads, drives, and parking areas serving a corporate office/research and development environment; however, the Owner may establish such public roads as may be proposed by the Owner and approved by the County and VDOT. Route 607 (Loudoun County Parkway) will be a dedicated public street constructed in accordance with County and VDOT standards. The median breaks and site access points to public roadways (Route 625, Route 640 and Route 607) adjacent to the Property shall be in the general locations identified on the CDP, as modified to accommodate final site plan engineering and/or to meet VDOT and County requirements.

### **B. RIGHT-OF-WAY DEDICATION AND CONSTRUCTION**

The improvements described below shall be provided by the Owner as part of the development of the Property. Dedication of land shall include related easements outside the right-of-way, such as slope, maintenance, storm drainage and utility relocation easements, necessary to construct public roads and streets within and adjacent to the Property. The Owner shall not be obligated to dedicate land for public rights-of-way, or to construct or pay for the cost of improvements, except to the extent expressly required by these Proffers or as required by the Subdivision Ordinance or the Facilities Standards Manual.

(a) Route 607 (Loudoun County Parkway). The Owner shall dedicate to the County a one hundred twenty (120) foot wide right-of-way, increasing in width for turn lanes as required by VDOT and the County, for the construction of Route 607 (Loudoun County Parkway) through the Property in the general location shown on the CDP. The Owner shall construct Loudoun County Parkway, including median and median breaks as generally depicted on the CDP, as a six-lane divided roadway with turn lanes as required by VDOT and the County. Median breaks on Loudoun County Parkway shall be in the general location shown on the CDP, as modified to meet final site plan engineering and/or to meet VDOT and County requirements. . No occupancy permits for the Phase I Campus shall be issued until Loudoun County Parkway is under construction or bonded for construction as a six-lane median divided road between Waxpool Road and Shellhorn Road and as a four-lane median divided road between Shellhorn Road and the Dulles Greenway. Loudoun County Parkway shall be final-surfaced and open to the public by December 31, 2000, subject to events of forced majeure (as defined in Section I.C., above). If the Owner pays for the construction of Loudoun County Parkway through the adjacent Dulles-Berry property (Loudoun County Tax Map Parcel 79/54, ZMAP 1986-56), the Owner anticipates that cash in lieu contributions received by the County from the owner of the Dulles-Berry property will be used to reimburse the Owner for the actual costs incurred by the Owner in constructing Loudoun County Parkway through the Dulles-Berry property.

(b) Waxpool Road (Route 625) Frontage Improvements. Waxpool Road (Route 625), between the proposed Islamic Saudi Academy and the Regency Subdivision, is

planned as a four-lane median divided road within a ninety (90) foot right-of-way. Concurrently with the issuance of the first zoning permit for the Phase I Campus, the Owner shall dedicate right-of-way for and bond for construction frontage improvements consisting of the southern two lanes of a four-lane median divided road. Due to the topography and elevations of Waxpool Road in this area, it is not cost effective to construct this half section of Waxpool Road at this time. By bonding the half section, the Owner has ensured that the funds are available to construct the full section of Waxpool Road in this vicinity at such time as the property owner to the north (Ashburn Center, ZMAP 1988-0027) commences construction of the northern (west bound) two-lane section of Waxpool Road in this area. In addition, the Owner will not open up site entrances "A" and "B" for use unless Route 625 is constructed, either by the Owner or by others, as a four lane divided section at these entrances, with transition lanes back to the two lane section of Route 625 in front of the Regency property. In the event the Owner constructs such four lane divided section to gain the use of entrances "A" and "B", Owner shall seek reimbursement from the County for the share of said improvements proffered by others.

(c) Route 789. The CDP depicts an alignment for Route 789, in the approximate location shown on the Countywide Transportation Plan. The Owner has shown this potential alignment because Route 789 is contemplated by the Countywide Transportation Plan to provide an ultimate additional four-lane road and bridge crossing across Broad Run. However, the Owner has also suggested to the County an alternative location for an east/west crossing of Broad Run and has requested that the County initiate a Comprehensive Plan Amendment ("CPAM") process to consider the elimination of Route 789 Extended from the location depicted on the CDP. If the CPAM process results in the elimination of Route 789 Extended from the location depicted on the CDP, then the reservation of right-of-way for Route 789 shall be void and of no further force and effect, effective as of the date on which such CPAM becomes final and non-appealable. If the CPAM process does not result in the elimination of Route 789 from the location depicted on the CDP, then this reservation of right-of-way for Route 789 shall remain in effect for a period of twenty (20) years from the date of approval of ZMAP 1998-0003, and the Owner shall dedicate such right-of-way for public road improvements at such time as the County has completed construction plans and profiles for Route 789 through the Property, including a bridge across Broad Run. Any costs incurred by the Owner in constructing Route 789 as a regional road pursuant to the Countywide Transportation Plan may be credited against the regional road funds to be contributed by the Owner pursuant to Paragraph II G below.

(d) Route 625/Panorama Parkway Intersection. Concurrently with the construction of Loudoun County Parkway, the Owner shall cause the intersection of Panorama Parkway at Route 625 (primary entrance to Beaumeade Corporate Park) to be restriped so as to provide two southbound through lanes and a southbound left turn lane. Intersection improvements for this intersection shall include a right turn lane from eastbound Route 625 onto Loudoun County Parkway, and will be constructed concurrently with Loudoun County Parkway. The existing left turn lane from westbound Route 625 to Loudoun County Parkway shall be expanded into a dual left turn lane at such time as development within the Property makes this improvement necessary pursuant to VDOT standards.



(e) Realigned Route 625. If the Islamic Saudi Academy ("ISA") has not commenced construction or bonded for construction the realignment of Waxpool Road (Route 625) from site entrance "C" to Farmweil Road (Route 640) at Smith Switch Road by December 31, 2000, the Owner will promptly construct such improvements and shall install necessary signalization. In such event, the Owner would anticipate and expect that when the ISA made its cash in lieu contribution to Loudoun County under the conditions of approval for the ISA (SPEX 1997-0023), such cash in lieu would be used by the County to reimburse the Owner for constructing such realignment of Route 625.

### C. ACQUISITION OF OFF-SITE RIGHT-OF-WAY/EASEMENTS

(1) In addition to dedicating right-of-way and easements on-site, the Owner shall make good faith efforts to acquire off-site right-of-way or easements necessary for the construction of Route 607 (Loudoun County Parkway) off site through the Dulles-Berry (ZMAP 1986-56) and Loudoun Parkway Center (ZMAP 1990-0015) properties, to the Dulles Greenway. The Owner anticipates that the County will assist the Owner and call for the performance of proffer obligations now due or due upon demand from the owners of these properties relating to dedication of land and construction or payment for improvements to Route 607 and Route 643. Where right-of-way and/or easements necessary for construction of improvements necessary for construction of Loudoun County Parkway cannot be obtained, despite such good faith efforts, voluntarily through donation or proffer to the County, the Owner will request that the County acquire such right-of-way and/or easements by appropriate eminent domain proceedings. The initiation of such eminent domain proceedings is solely within the discretion of the County; however, if such right-of-way is not acquired by the County, the Owner shall not be obligated to construct Loudoun County Parkway in the area where right-of-way or easements are not available. In no event shall the Owner have any responsibility to pay for the acquisition of off site right-of-way or easements, whether acquired voluntarily or through condemnation.

### D. SIGNALIZATION

(1) Proffered Signals. The Owner shall install signalization at such time as warranted by VDOT criteria (i.e., the Manual on Uniform Traffic Control Devices) at the intersections of:

- (a) Route 625/Site Entrance C
- (b) Route 625 Realigned/Site Entrance D
- (c) Route 607/Site Entrances E-K
- (d) Route 625/Site Entrances M-N
- (e) Route 625/Site Entrance L; provided that the Owner shall not be obligated to contribute more than fifty percent (50%) of the cost of signalization of this intersection if the landowner on the opposite side of Waxpool Road constructs a public street from such property which connects with this entrance.
- (f) Route 625/Panorama Parkway

(2) If at the time the necessary warrants for any of the foregoing traffic signals are met WorldCom or a wholly-owned subsidiary is the owner of all land fronting on the intersection where the signal is warranted. WorldCom shall be responsible for paying for the cost of such signal. The Protective Covenants, to be established by the Owner at the time of sale of any land within the Property to an entity unrelated to WorldCom, shall provide for a procedure and formula for the collection and payment of future signalization costs from such unrelated entities.

#### **E. INTERPARCEL ACCESS**

(a) The Owner will work with the County and the owner of the adjacent Dulles/Berry property during the development of the Property to identify and establish interparcel access between the Dulles/Berry property (Loudoun County Tax Map Parcel 79/54, ZMAP 1986-56) and Loudoun County Parkway (Route 607) through the Property. This interparcel access shall consist of a four-lane undivided road within a seventy (70) foot right-of-way, so as to provide a point of access between the northern side of the Dulles/Berry Property and Route 607. If the CPAM process relating to Route 789 contemplated by II B (c) above does not result in the elimination of Route 789 as a regional road through the Property, so that the interparcel access coincides with a portion of Route 789, such interparcel access may be a four lane divided roadway within a ninety (90) foot right of way, as required by the County and VDOT. Such interparcel access shall start at the point depicted on the CDP as "Proposed Roadway (as per Dulles/Berry Route 643 Conceptual Development Plan)," and shall extend through the Property to one of the median breaks on Route 607 as determined by the Owner. The initial planned location of this interparcel access road is depicted on the CDP. The Owner shall have the right, for a period of four (4) years from the date of approval of the rezoning of the Property to PD-OP, to relocate such interparcel access road to extend from the point depicted on the CDP as "Proposed Roadway (as per Dulles/Berry Route 643 Conceptual Development Plan)" to one of the other median breaks on Loudoun County Parkway (i.e., to extend from the Dulles/Berry Property to one of site entrances E through I as depicted on the CDP). The Owner agrees that if the owner of the Dulles/Berry property wishes to establish a final alignment for the location of such interparcel access road prior to the expiration of such four (4) year period, the owner of the Dulles/Berry Property shall have the right to require that the Owner make such final determination; provided, that the owner of the Dulles/Berry Property shall not have the right to require that the Owner make such final determination unless and until the later of the date on which: (i) zoning permits shall have been issued and construction commenced and be continuing on the Dulles/Berry Property for a minimum of seven hundred and fifty thousand (750,000) gross square feet of improvements on the Dulles/Berry Property; or (ii) two years from the date of County approval of ZMAP 1998-0003. The Owner shall bear the cost of construction of such inter-parcel access road within the Property; which shall be constructed when the Owner determines that construction of such inter-parcel access road is necessary to serve development on the Property. If the owner of the Dulles/Berry Property wishes to construct such inter-parcel access road at an earlier date, the Owner of the Dulles/Berry Property shall have the right to construct such inter-parcel access road at its sole risk, cost and expense, but in such event the Owner of the Property shall reimburse the owner of the Dulles/Berry Property for the actual hard cost of construction of such interparcel access road (to include engineering, bonding and

contractor fees) plus any increases in the CPI from the date such interparcel access road is constructed to the date reimbursement is made. The Owner shall cooperate and work with the owner of the Dulles/Berry property to dedicate without consideration right of way and necessary slope, utility, storm water management and construction easements for such interparcel access, and to provide the owner of the Dulles/Berry property and its contractors and agents access to the Property for the purpose of performing such construction. In such event, reimbursement shall be made by the Owner, with notice to the County of such reimbursement, to the owner of the Dulles/Berry Property at such time as the Owner first obtains a zoning permit for a use in an adjacent land bay which utilizes such interparcel access road for access.

**F. ROUTE 640/625**

Along the Property's Waxpool Road (Route 625) frontage from Smith Switch Road (Route 607 adjacent to the Islamic Saudi Academy) to the eastern property line at Broad Run, the Owner shall reserve additional right-of-way to provide the Owner's half of up to a maximum of one hundred and twenty (120) feet of total right-of-way, as measured from the existing centerline of Route 625, so as to accommodate the Owner's half of right-of-way for the ultimate expansion of Route 625 in this area to a six-lane median divided road. Upon request by the County and VDOT, the Owner shall dedicate the reservation area at no cost to the County. The Owner shall also construct a third eastbound through lane from Smith Switch Road to the existing bridge over Broad Run (but the Owner shall not be responsible for the construction of additional bridge improvements over Broad Run) with right and left turn lanes into and from the Property. These improvements will be provided coincident with development in Land bays A, B and C fronting on this road. Inasmuch as the third eastbound through lane is a regional transportation improvement, hard and soft design/construction costs for this through lane (but not the turn lanes) may be credited against the \$.50 per square foot regional transportation contribution provided in Section G below.

**G. CASH CONTRIBUTION FOR REGIONAL ROAD IMPROVEMENTS**

No cash contribution for regional road improvements will be required in connection with construction pursuant to any zoning permit issued to WorldCom or a wholly-owned subsidiary of WorldCom (including the tenant under a synthetic lease) for construction of up to Two Million, Five Hundred Thousand (2,500,000) gross square feet of floor area of improvements to be used and occupied by WorldCom or such subsidiary. Concurrently with the issuance of each zoning permit for (i) any buildings within the Property other than office and R&D uses (i.e., expressly including hotels, Auxiliary Uses), (ii) office/R&D buildings within the Property issued to persons or entities other than WorldCom, Inc., or its wholly-owned subsidiaries, or (iii) office/R&D buildings within the Property issued to WorldCom or its wholly-owned subsidiaries in excess of Two Million, Five Hundred Thousand (2,500,000) gross square feet, the person or entity obtaining such zoning permit, shall pay to the County an amount equal to fifty cents (\$0.50) per gross square foot of such improvements. Such per square foot amount shall escalate in accordance with increases in the CPI. Funds so contributed may be utilized by the County toward regional road improvements in the vicinity of the Property,

including improvements to Route 640/625 from Smith Switch Road east to Route 28, Route 625 west to Ashburn Village Boulevard, and signalization in the vicinity of the Property. In addition to other credits against such regional road contribution otherwise available under these Proffers, if the Owner, in advance of making such regional road contributions, expends funds for off-site transportation improvements not otherwise required to be constructed by these proffers, the Owner shall receive credit for such expenditures against regional road contributions subsequently payable pursuant to this paragraph. Credits available under the preceding sentence shall be applied against the next zoning permits issued after such credits are established, unless an alternative arrangement is established in writing between the Owner and the County.

#### **H. TRAVEL DEMAND MANAGEMENT PLAN**

Prior to the issuance of the zoning permit which puts development on the Property over two million (2,000,000) square feet of gross floor area, the Owner shall implement a Travel Demand Management (TDM) Plan consisting of voluntary management measures the goal of which is to reduce by fifteen percent (15%) the volume of peak hour trips from those set forth in the Institute of Transportation Engineers Trip Generation (6th Edition). If zoning permits for over Two Million (2,000,000) square feet of gross floor area shall not have been issued by December 31, 2000, the TDM Plan shall in any event be prepared and submitted to the County no later than December 31, 2000, for review and approval.

The TDM Plan shall include a reasonable and effective combination of some or all of the following elements which shall be appropriate to the size, scale and location of the proposed use and which are intended to produce a reduction in the traffic and related impacts of the use:

(1) Ride sharing incentive programs which may include activities to encourage and assist the formation of car, van and bus pools, such as cash payments or subsidies and preferential parking charges and parking space location, and other analogous incentive programs,

(2) Bicycle and pedestrian incentive measures which may include the provision of bicycle parking and storage facilities, the construction and extension of bicycle paths and pedestrian walkways, the provision of shower and locker facilities and similar incentive features,

(3) Variable work hour, or flex time, programs under which employees of the proposed use will stagger their work hours in order to affect a reduction in the amount of peak period traffic levels to and/or from the Property which would otherwise occur,

(4) Measures to reduce the reliance on single-occupancy vehicles by employees and others who will travel to and from the Property which may include parking fee structures tailored to encourage multiple occupancy vehicles, time and other access controls to encourage use of parking spaces in on-site parking facilities by multiple occupancy vehicles, and programs to support and encourage the utilization of alternative transportation modes,

(5) Any other technique or combination of techniques capable of reducing the traffic and related impacts of the proposed use.

#### **I. RESERVATION/DEDICATION OF LAND FOR REGIONAL TRAIL SYSTEM**

The Owner shall reserve for dedication to Loudoun County a strip of land ten (10) feet in width and running along the edge of the Property adjacent to the ultimate right-of-way of Route 640/625 from Smith Switch Road (Route 607) adjacent to the Islamic Saudi Academy, east to the eastern boundary of the Property at Broad Run, or a dedication of comparable width in a location mutually acceptable to the Owner and the County, to be used for the establishment of a bicycle/pedestrian trail along this road corridor. This land shall be dedicated upon the request of the County, if the County shall have obtained funds for and developed plans and specifications for the construction of a regional bicycle/pedestrian trail serving the Property. The Owner shall not have any liability to any persons who may use such trail. The Owner shall not be responsible for the design, construction, or maintenance of the bicycle/pedestrian trail constructed in this reserved area. Notwithstanding such reservation or any future dedication, the Owner shall be entitled to use such area in determining allowed density of development and in computing required setbacks and buffer yards. If the Owner develops private trails within the Property, the Owner shall not be obligated to provide public access to the Owner's on-site trails.

### **III. EMERGENCY SERVICES**

#### **A. OWNER ONE TIME CONTRIBUTION**

At the time of issuance of the zoning permit for development of each square foot of floor area on the Property, the Owner shall make a one time contribution of Ten Cents (\$0.10) per gross square foot of floor area covered by such zoning permit, which shall be payable to the County for distribution by the County to the primary volunteer fire and rescue companies providing service to the Property. Such contribution shall escalate in accordance with changes to the CPI, as defined in Section V.A. herein. Contributions pursuant to this paragraph shall be divided equally between the primary servicing fire and rescue companies providing fire and rescue services to the Property. Notwithstanding the foregoing, at such time as the primary fire and/or rescue service to the Property is no longer provided by a volunteer company, the obligation to make the contributions listed within this paragraph shall cease. The intent of these provisions is to support a volunteer fire and rescue system so long as it is the primary provider of fire and rescue services to the Property.

#### **B. ANNUAL CONTRIBUTION**

In addition to the emergency services contributions paid at the time of issuance of zoning permits as set forth above, the Owner shall make, and shall provide in the Protective Covenants to be established on the Property, a provision for annual contributions to be paid by

the owner(s) of parcels within the Property, to assist in the support of the operational costs of the volunteer fire and rescue services provided by the primary servicing fire company and primary servicing rescue company. The aforementioned contributions shall be based on an annual contribution of five cents (\$0.05) per square foot of gross floor area constructed, to be split between the servicing fire and rescue companies, and shall be payable in quarterly installments. Such contribution shall escalate in accordance with changes to the CPI, as defined in Section V.A. herein. Such contributions shall commence with respect to each structure at the end of the first calendar quarter after first occupancy of such structure, and shall remain in effect thereafter. The servicing fire and rescue companies shall have the right to enforce this proffer and such enforcement right shall also be acknowledged and provided in the Protective Covenants encumbering the Property. Notwithstanding the foregoing, at such time as the primary fire and rescue service is no longer provided by an incorporated volunteer company, the obligation to make the contribution listed within this paragraph shall cease. The intent of these provisions is to support a volunteer fire and rescue system so long as it is the primary provider of fire and rescue services to the Property. Prior to the first record plat or site plan approval, whichever is first in time, the Owner shall submit to the County for review and approval Protective Covenants which address this contribution requirement.

#### **IV. PROTECTIVE COVENANTS**

The WorldCom Northern Virginia Campus is planned as an integrated corporate office/research and development environment in which all or a substantial portion of the commercial office and research and development space will be occupied by the Owner or its affiliates or subsidiaries, and in which the hotels and Auxiliary Uses established by or at the direction of Owner will provide support, services, convenience, and recreational activities to the employees and visitors occupying or visiting the Property. The Owner reserves the right, however, to convey all or any portion of the Property not being used by Owner for its corporate purposes to third parties for development for office and research and development use by others. Uses on the Property may either be (i) developed and constructed by the Owner or its agents and contractors for use by the Owner; (ii) developed and constructed by the Owner or its agents and contractors for use by others; or (iii) sold by the Owner to others for construction and occupancy by others. The Owner contemplates that development of the Property will not involve a Declaration of Protective Covenants (the "Protective Covenants") or an owners association, until such time as the Owner conveys land to an unrelated third party. Prior to the approval of a site plan for or issuance of any zoning permit to any person or entity other than WorldCom or a wholly owned subsidiary of WorldCom, Protective Covenants shall be recorded encumbering the Property, which Protective Covenants shall provide standards for the design, construction, landscaping and use of all buildings within the Property, and for the maintenance of open space and common areas, and maintenance of all stormwater management ponds and related facilities constructed within the Property. The Protective Covenants shall also provide for the collection of all annual contributions for fire and rescue purposes required by these Proffers and shall acknowledge the right of the servicing fire and rescue companies to enforce this requirement.

The Owner shall prepare the Protective Covenants and shall have the right, but not the obligation, to incorporate an owners association. Prior to the first record plat or site plan approval for conveyance of land to a third party or for construction of a facility to be owned and occupied by a third party, whichever is first in time, the Owner shall submit the Protective Covenants to the County for review and comment.

**V. MISCELLANEOUS**

**A. CONSUMER PRICE INDEX**

Whenever these Proffers refer to the escalation of a proffered contribution or value in accordance with the CPI, unless otherwise expressly stated herein, such reference shall mean that the contribution or value shall escalate annually, beginning on January 1, 1999, and continuing each January 1 thereafter, by an amount equal to the percentage increase in the Consumer Price Index-All Urban Consumers ("CPI") over the prior year. If the U.S. Department of Labor shall ever cease publishing the CPI, the CPI shall be that index published by the Department of Labor or other U.S. government agency intended to reflect general increases in the cost of living for residents in the Washington, D.C. Standard Metropolitan Statistical Area.

**B. BUILDING AND SITE DESIGN GUIDELINES**

The Owner intends that the Property be developed as a high quality corporate campus of coordinated materials, colors and landscaping, with Protective Covenants to be administered by the Owner, whereby all development on the Property would be subject to architectural review by the Owner or by an Architectural Review Board established by the Owner pursuant to the Protective Covenants. The scale, proportion and setback of buildings on the Property shall be complimentary within each land bay, Auxiliary Use Area, and the campus as a whole. The Protective Covenants shall provide for landscaping for the Property which enhances the appearance of the Property to a degree consistent with a high quality corporate office and research and development environment, while at the same time providing screening that reduces the visibility of on-site parking areas, loading and service areas from adjacent public roads and properties. The Protective Covenants shall include an overall landscaping concept plan for the Property and a list of recommended plant materials, but such landscaping concept plan need not be provided until the first sale of portions of the Property to unrelated third parties.

**C. ADJACENCY TO REGENCY**

No building pad sites for special exception uses developed on the Property shall be located within three hundred feet (300') of the property line of the Regency Property, designated as "The Regency" on the CDP. The Owner shall provide a tree save/buffer area one hundred feet (100') in width along the Property's common boundary with the Regency Property. Preservation of this buffer yard is subject to the express condition that if the alignment of Route 789 Extended, as depicted on the CDP, is not relocated, the buffer yard may be eliminated.

**D. SUCCESSORS AND ASSIGNS**

These Proffers shall be binding upon the heirs, executors, administrators, assigns and successors in interest of the Owner.

**E. CONSTRUCTION TRAFFIC**

During construction of any improvements on the Property, the Owner shall incorporate into its construction contracts a requirement that construction traffic bringing deliveries such as concrete, gravel, asphalt, other construction materials, or heavy equipment, shall not use Ashburn Village Boulevard, Ashburn Farm Parkway, or Ashburn Road (Route 641) through the Ashburn Village or Ashburn Farm projects or the Village of Ashburn.

**F. HOTEL SPECIAL EXCEPTION CONDITIONS**

The Owner acknowledges that the conditions of approval of SPEX 1998-0010, approved by the Loudoun County Board of Supervisors on May 20, 1998, will remain applicable to the two hotels approved by the Board of Supervisors in the present, County-initiated rezoning of the Property from the PD-IP to the PD-OP zoning district. The Owner proffers to comply with all of the conditions of SPEX 1998-0010 applicable to the hotel uses approved therein, and to comply with the Special Exception Plat approved by the Board of Supervisors as a part of SPEX 1998-0010, to the extent such Plat is applicable to the two hotels.



G. WARRANTY OF TITLE AND AUTHORITY

The undersigned, being fully authorized to sign this document on behalf of UUNet Technologies, Inc., the entity holding legal record title to the Property, hereby warrants that all owners of a legal interest in the Property have signed this proffer statement, that all signators have full authority to bind the Property to these conditions, and that these proffers are entered into voluntarily.

UUNet Technologies, Inc.

By: P. Brooks Warren  
Name: P. Brooks Warren  
Title: VICE PRESIDENT

STATE OF VIRGINIA  
CITY/COUNTY OF LOUDOUN, to-wit:

Before the undersigned, a notary public in and for the aforementioned jurisdiction, personally appeared P. Brooks Warren of UUNet Technologies, who acknowledged that he executed the foregoing Proffers with the full power and authority to do so, as the act of such corporation..

IN WITNESS WHEREOF, I have affixed my hand and seal this 17<sup>th</sup> day of June, 1998.

Robert M. Gann  
Notary Public

My Commission Expires: 8/99

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